



IDAHO ENERGY STAR® Homes Northwest Project Initiation Form

IED's Database #: _____

Builder/Company:

Contact Person:

Subdivision:

Lot #: _____ **Block #:** _____

Site Address:

Performance Testing Contractor:

Project Name: _____ **Sq Ft:** _____ **BOP #:** _____ **TCO#:** _____

Project Start Date: _____ **Project Completion Date:** _____

Project Notes:

GENERAL TERMS AND CONDITIONS

The undersigned choose to participate in the ENERGY STAR Homes Northwest program. The Builder accepts responsibility for assuring the residence located at the above address is constructed to meet the ENERGY STAR Homes Northwest program specifications pertinent to the BOP identified above.

_____, Home Performance Specialist (HPS), agrees to inspect and determine whether the residence meets NWBOP specifications.

HPS will submit to _____, the State Certification Organization (SCO), verification reports to request SCO certification of the residence. The undersigned acknowledges and accepts the Additional Terms and Conditions from the other side of this agreement form. HPS has an operating agreement in place with the SCO and agrees to maintain said agreement in good standing.

HPS

Date

Builder

Date

ADDITIONAL TERMS AND CONDITIONS

1. Building Permits

All applicable building permits must be on site and the residence must pass all other required governmental inspections.

2. Warranties

Home Performance Specialist (HPS) specifically disclaims any warranties, and none shall be implied regarding energy savings, if any, to be realized from incorporation of the construction materials and specifications of the ENERGY STAR Homes Northwest program. There are no warranties, express or implied, by HPS regarding the quality of specific materials incorporated into the residence or of the workmanship utilized in the residence, including the nature of building permits and governmental approvals that may be required.

3. On-Site Inspections

On-site inspections are required by a HPS during construction of the residence. The State Certification Organization (SCO) or its agent also may need to inspect or perform diagnostic testing of the residence as part of its program Quality Assurance duties. The building permit owner or assignee hereby consents to such inspections. The various inspections are conducted solely to determine the qualification of the residence for the ENERGY STAR Homes Northwest program and do not in any manner warrant habitability, construction, materials, safety, or any other matters other than those pertaining to ENERGY STAR Homes Northwest program specifications, nor does it impose any duty upon HPS or SCO to discover or report any defects or hazards of any nature in the residence.

4. Information

HPS and SCO may make reasonable use of any non-proprietary information possessed by HPS or SCO concerning the residence subject to the Agreement. Such use may include general energy usage, and is for the purpose of informing the public about the benefits to be derived from purchasing, owning, or occupying this or any other similarly energy-efficient dwelling.

5. Indemnity

In further consideration of receiving benefits under the ENERGY STAR Homes Northwest program and for other good and valuable consideration, the undersigned assumes the risk of all claims, suits, actions, debts, damages, loss, costs, charges and expenses, and agrees to indemnify and hold harmless HPS, its officers, agents and employees, from and against any and all claims, suits, actions, debts, damages, loss, costs, charges and expenses, including court costs and attorney's fees, and against all liability, losses and damages of any nature whatsoever, whether the liability, loss, or damages caused by, or arises out of, the negligence of HPS or its officers, agents or employees, shall or may at any time sustain, arising, resulting, directly or indirectly, from the ENERGY STAR Homes Northwest program.

6. Indoor Air Quality

The HPS is not liable, by virtue of providing verification services under this program, in any suit or action involving purchasers or occupants of a home certified under this program. The undersigned agrees not to make any claim or demand against HPS and hereby releases and discharges HPS from any and all claims and demands for any damages or injury arising, resulting or that may in the future result from such program, including any damage or injury arising, resulting, or that in the future may result, directly or indirectly from any reduction in air infiltration into the home.